



Request for Proposals (RFP)

City of Torrance | 3031 Torrance Blvd, Torrance CA 90503 | www.TorranceCA.Gov

RFP No. B2011-06

RFP for Downtown Torrance Pedestrian Improvement Project

RFP Submittal Information

Proposals may be mailed or hand delivered. No faxed proposals will be accepted.

Late proposals will not be accepted.

Location: Office of the City Clerk

3031 Torrance Blvd.

Torrance, CA 90503

Date: Thursday, Feb. 24, 2011

Time Deadline: **2:00 P.M.**

Proposals will be opened and publicly read aloud at 2:15 PM in the Council Chambers.

An original plus two (2) printed copies in a sealed envelope and marked with the RFP number and title must be submitted by the deadline. Your submittal must include the following:

- Vendor's Response (Section III of this document) on the forms provided. If additional space is required, please attach additional sheets/pages.
- Vendors Affidavit (Attachment 1)

Questions Regarding this RFP Should be Directed to:

Mr. Jeffery W. Gibson
Community Development Director
(310) 618-5990
JGibson@TorranceCA.Gov

SECTION I RFP INSTRUCTIONS AND INFORMATION

Notice is hereby given that sealed proposals will be received in the office of the City Clerk, City Hall, 3031 Torrance Boulevard, Torrance, CA, until 2:00 p.m. on February 24, 2011, and will be opened and publicly read aloud at 2:15 p.m. on the same date in the Council Chambers, Torrance City Hall. You are invited to be present at the opening of proposals. An original and two (2) printed copies of each proposal must be submitted in a sealed envelope and clearly marked: "RFP for Downtown Torrance Pedestrian Improvement Project, RFP No. B2011-06".

Proposal Submittal Form:

The proposal must be made on the form provided for that purpose, enclosed in a sealed envelope, and marked "RFP for Downtown Torrance Pedestrian Improvement Project, RFP No. B2011-06" and addressed to the City Clerk, City of Torrance, 3031 Torrance CA. 90503. If an individual makes the proposal, it must be signed by that individual, and an address, telephone (and fax number if available) must be given. If made by a business entity, it must be signed by the person(s) authorized to execute agreements and bind the entity to contracts. A full business address, telephone (and fax number if available) must be given. No telegraphic, fax or telephonic proposal will be considered.

Blank spaces in the proposal form must be filled in; using ink, indelible pencil, or typewriter, and the text of the proposal form must not be changed. No additions to the form may be made. Any unauthorized conditions, limitations, or provisos attached to a proposal will render it informal and may cause its rejection. Alterations by erasure or interlineations must be explained or noted in the proposal form over the signature of the Proposer.

Reservation:

The City reserves the right to revise or amend these specifications prior to the date set for opening proposals. Revisions and amendments, if any, will be announced by an addendum to this RFP. If the revisions require additional time to enable vendors to respond, the City may postpone the opening date accordingly. In such case, the addendum will include an announcement of the new opening date.

All addenda must be attached to the proposal. Failure to attach any addendum may render the proposal non-responsive and cause it to be rejected.

The City Council reserves the right to reject any and all proposals received, to take all proposals under advisement for a period not to exceed ninety (90) days after the date of the opening, to waive any informality on any proposal, and to be the sole judge of the relative merits of the material and or service mentioned in the respective proposals received. The City reserves the right to reject any proposal not accompanied with all data or information required.

This Request for Proposals does not commit the City to award a contract or to pay any cost incurred in the preparation of a proposal. All responses to this RFP document become the property of the City of Torrance.

Affidavit:

An affidavit form is enclosed. It must be completed signifying that the proposal is genuine and not collusive or made in the interest or on behalf of any person not named in the proposal, that the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure for itself an advantage over any other proposer. Any proposal submitted without an affidavit or in violation of this requirement will be rejected. (Attachment 1)

Errors and Omissions:

The proposer will not be allowed to take advantage of any errors and/or omissions in these specifications or in the proposer's specifications submitted with its proposal. Full instruction will always be given when errors or omissions are discovered.

The Contract:

The vendor to whom the award is made will be required to enter into a written contract with the City of Torrance. Attached is a copy of the City's standardized contract (Attachment C), which will be modified to reflect the awarded RFP. A copy of this RFP and the accepted proposal will be attached to and become a part of the contract.

SECTION II TECHNICAL REQUIREMENTS**Introduction:**

The City of Torrance Redevelopment Agency is requesting proposals from qualified vendors for the drafting and design of pedestrian improvements in the Downtown Redevelopment Project Area

This RFP is intended to be as descriptive as possible. However, Proposers may not take advantage of omissions or oversights in this document. Proposers must supply products and services that meet or exceed the requirements of this RFP. In the event of a dispute over installation or performance, the needs of the Torrance Redevelopment Agency will govern.

General Requirements:**TABLE OF CONTENTS**

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1. INTRODUCTION AND BACKGROUND

Overview

The City of Torrance Redevelopment Agency (The Agency) is seeking proposals from qualified engineering firms for the drafting and design of pedestrian improvements in the Downtown Redevelopment Project Area and along Cravens Avenue, between Torrance Boulevard and Carson Street.

The intent of this Request for Proposals (RFP) is to select an engineering firm for the design of a pedestrian improvements project in the City of Torrance's Downtown Redevelopment Project area. Successful proposals will demonstrate the firm's experience and creativity and its ability to work with Agency and City staff in order to best meet the needs of the Agency. This RFP describes the background and existing conditions of the project area, a more detailed description of the location and types of improvements sought by the Agency, the process and criteria that will be used to select an engineering firm, and the submission requirements to be followed by those responding to this request.

Once the proposals have been reviewed and evaluated based on the criteria described herein, the Agency intends to enter into an Exclusive Negotiation Agreement (ENA) with the firm whose proposal is most responsive.

2. SITE BACKGROUND

Site Context

The City of Torrance is situated on the western side of Los Angeles County. It is bordered by the Palos Verdes Peninsula on the south, the City of Gardena on the north, the City of Redondo Beach on the north and west boundaries, the City of Lomita on the east and the Pacific Ocean on the west. The City encompasses an area of approximately 21 square miles and has an estimated population of approximately 149,111, which makes it the sixth largest city in Los Angeles County. The City of Torrance Redevelopment Agency oversees the three current redevelopment areas within the City borders: the Skypark Project Area, the Downtown Project Area and the Industrial Project Area.

The Project area lies within the Downtown Redevelopment Project Area ("DRP") which was established in 1979. The DRP encompasses 88.5 acres and includes the original commercial core of the City, which was designed in 1912 by Frederick Law Olmsted, Jr. of the Olmsted Brothers. Currently, the area is experiencing a renaissance with the development of and reinvestment in the Downtown Commercial area. The Agency hopes to continue moving in this positive direction by providing an inviting and lively pedestrian environment with the hope that this will draw more patrons to the downtown area and encourage economic development. The streetscapes in most of the DRP, including El Prado, Sartori and Post Avenues, feature wide sidewalks, even landscaping and angled parking. However, Cravens Avenue, which serves as an important connection for transit lines and pedestrians from the adjacent residential area, lacks this inviting and unified pedestrian atmosphere.

The Agency successfully secured funding from the Los Angeles County Metropolitan Transportation Authority's 2009 Call for Projects for their Downtown Pedestrian Improvement Project (the Project). The Project would result in improvements throughout the downtown, such as uniform and spacious sidewalks, bulb-outs at intersections, and pedestrian signage, among others. The plan is an effort to stimulate and revitalize the downtown area by making it more attractive for pedestrians. It is the hope of the Agency that an improved pedestrian environment will increase usage of local and regional transit lines as well as stimulate the local economy.

Site Existing Conditions

At present, Cravens Avenue provides an unpredictable and inconsistent pedestrian environment, making it difficult for the considerable number of handicapped, senior and youth individuals living in the vicinity to use the sidewalk. The sidewalks in the project area along Cravens often change widths each block, with some areas under 4' wide and some over 13' wide. This irregularity, along with cracks in many of the sidewalks, can often make the area nearly inaccessible to the senior and handicapped individuals living nearby. In addition, many of the sidewalks are either overly landscaped, leaving little room to walk, or feature stark landscapes which detract from the experience of the pedestrian and the atmosphere of the street. The sidewalk along Cravens also lacks the unifying and cohesive streetscape identity found throughout the rest of the Downtown Project Area.

In addition, pedestrian crossings that cross Torrance Blvd. and Cabrillo Ave, providing access to the Downtown area, are often too wide and uninviting for pedestrians to feel safe while crossing the street. Since many of the patrons who frequent the Downtown during the day utilize these crosswalks regularly, improvements should be focused on reducing the distance needed to cross the street and using decorative paving for increased visibility and the creation of a Downtown brand. Please see Supplemental Attachments A and B for the visual representations of the Site's existing conditions.

3. DEVELOPMENT PARAMETERS

The Project described in this RFP should be designed to unify the Cravens Avenue streetscape with the surrounding streets and provide a more inviting pedestrian environment in the Downtown Redevelopment Project Area. Successful proposals will address each of the necessary improvements as described below. Agency staff will evaluate the scope and appropriateness of each proposal before selecting the proposal that best meets the Agency's needs.

The first improvement shall be to enhance Cravens Ave. by widening the sidewalks where necessary and landscaping where needed in order to provide a consistent sidewalk width and fully utilize the 12' right-of-way between the curb and property lines on each side of the street. Approximately 20 street trees will be needed to complete the desired landscaping along Cravens, with the landscaping and trees aligned towards the curb, rather than the property line, to allow for the possibility of storefront displays or restaurant seating. Bike racks should be installed at each end of Cravens Avenue within the project area and near El Prado Avenue as this may encourage local bikers and pedestrians to utilize the surrounding Torrance Transit bus lines. In addition, sidewalks along Cravens Ave., and any other non-conforming sidewalks within the Project Area, should be brought up to ADA compliance to accommodate the large number of handicapped and senior residents living in and around the area.

The second major improvement shall be to enhance the intersection crossings in the project area with lane chokers, or bulb-outs, and decorative paving, specifically those on Torrance Blvd. and Cabrillo Ave. While a number of the intersections in the DRP have already been upgraded with lane chokers, such improvements should be made consistently throughout the project area. The lane chokers should not only serve to slow traffic and reduce the distance pedestrians have to cross the street, they should provide additional sites for landscaping as well. In addition, the installation of decorative and distinguished paving in the crosswalks will result in a more visible and defined pedestrian atmosphere. Decorative paving in crosswalks should serve to unify the streetscapes and strengthen the overall atmosphere in the DRP, providing a much stronger sense of identity and place in the downtown.

The third improvement shall be the installation of pedestrian signage throughout the project area. Signs should orient pedestrians within the downtown, direct them towards important locations, call out historic buildings and inform pedestrians of transit routes. Landmark and Kiosk signs should be placed at prominent locations throughout the project area, both on the central and peripheral streets.

4. FINANCIAL TERMS

The Agency successfully secured \$1.18 million in funding from the Los Angeles County Metropolitan Transportation Authority's 2009 Call for Projects for the Downtown Pedestrian Improvement Project. This award shall be used for the construction of the pedestrian improvements described above, but does not include the cost of the design work necessary to begin construction. Proposing firms should adhere to this construction cost estimate when designing improvements for the Downtown Project Area. A budget for the selected consultant's design contract will be finalized during the Exclusive Negotiation period.

5. SUBMISSION FORMAT AND CONTENT

Proposals submitted in response to this RFP shall include the information and materials listed below in the following format. Proposals that do not address all topic areas sufficiently will be deemed less responsive than those that do. Incomplete applications will not be considered for evaluation. It is the responsibility of the applicant to ensure completeness of their proposal.

1. Cover Letter – Include a cover letter indicating the nature and concept of the proposed project. The letter must include the company name, address, and name, telephone, fax and e-mail address of the person authorized to represent the proposing party.
2. Qualifications and Experience – Please provide the experience of the firm and project team members in successfully completing similar design projects. Identify the individuals who will be working on this project, according to their roles and responsibilities and provide their resumes. Provide related experience, including individual projects and the names and contact information of references relative to these projects.
3. Project Overview and Approach to Accomplish Work – Please provide a detailed description and rendering of the approach for undertaking and completing the project described in this RFP.
4. Budget – Please provide a detailed fee schedule broken down by objective, function, consultant and work phases. Indicate hourly wages of project team members and the fee structure for additional work done outside of the contract. This information may be modified during contract negotiation meetings and should be written with this in mind.
5. References – Please provide a minimum of three (3) references for similar work. References should include the name of the contact, address and phone number, as well as a brief description of the work performed.

6. SUBMISSION REQUIREMENTS

Submissions are Final

No corrections or modifications to the proposal may be made after the due date.

Addenda

Changes to the RFP requirements will be made by written addendum. The Agency will not be bound by any oral explanations or instructions given at any time during the review process. Oral explanations become binding only when confirmed in writing by an authorized Agency official. Written responses to questions asked by one responder will be shared with the other responding parties.

Confidentiality of Submissions

All proposals, including all drawings, plans, photos, and narrative material, shall become the property of the Agency upon receipt by the Agency. The Agency shall have the right to copy, reproduce, publicize, or otherwise dispose of each proposal in any way that the Agency selects, subject to that portion of the proposal containing Confidential Material. Any section of a proposal that a proposing party wishes to remain confidential should be clearly delineated at the top of each “confidential” page.

7. EVALUATION CRITERIA AND SELECTION PROCESS

Evaluation Criteria

The Agency will be the sole determiner of suitability to the Agency’s needs. The following criteria will be used to evaluate and rank proposals based on the information submitted. Consideration will also be given to the overall responsiveness of the proposal. Responses will be evaluated to choose the proposal that best meets the needs of the Agency in order to move forward with negotiations.

- | | |
|----------------------------------------------------|----------------|
| • Project Understanding: | 20 pts. |
| • Consulting Firm Capability/Strength: | 20 pts. |
| • Consultant Experience with Similar Projects: | 20 pts. |
| • Timely Project Schedule: | 20 pts. |
| • <u>Cost Effectiveness in relation to budget:</u> | <u>20 pts.</u> |
| • Total: | 100 pts |

Selection Process

An engineering firm or partnership will be selected to enter into an Exclusive Negotiation Agreement based on the submittals received in connection with this RFP.

Agency staff will evaluate the Proposals to identify the most suitable design for the project, and the most responsive and best qualified firm. During the evaluation process, engineering firms may be asked to respond to questions posed by the evaluation team. Following the selection of a proposal, Agency staff will work with the selected firm to further refine the design of the project, as necessary. Contracting for construction of the project is not desired at this time, nor is it a part of this RFP process.

RFP No. B2011-06

RFP for Downtown Torrance Pedestrian Improvement Project

SECTION III PROPOSAL SUBMITTAL

FAILURE TO COMPLETE ALL ITEMS IN THIS SECTION MAY INVALIDATE PROPOSAL.

In accordance with your "Invitation to RFP", the following proposal is submitted to the City of Torrance.

RFP Submitted By:

Name of Company

Address

City/State/Zip Code

Telephone Number/Fax Number

Printed Name/Title

Signature

Date

Contact for Additional Information:

Please provide the name of the individual at your company to contact for any additional information

Name

Title

Telephone Number/Fax Number

Form of Business Organization: Please indicate the following (check one);

Corporation _____ Partnership _____ Sole Proprietorship _____ Other: _____

Business History:

How long have you been in business under your current name and form of business organization?

_____ Years

If less than three (3) years and your company was in business under a different name, what was that name?

Addenda Received:

Please indicate addenda information you have received regarding this RFP:

Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____
Addendum No. _____ Date Received: _____

_____ No Addenda received regarding this RFP.

Payment Terms: The City of Torrance Payment terms are Net 30. The City does not make pre-payments, or pay upon receipt.

Do you offer any discounted invoice terms? _____

Renewal Option:

Please state, if requested by the City, if your company would agree to a renewal of this contract with price, terms and conditions unchanged. If the contract is extended after the first year, commencing in the second year (** Date**, 20**), and subsequent years, the contract may be increased by the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the Los Angeles area (April to April).

Yes _____ we would agree to add one (1) additional year (after initial 1 or 3 year contract term)

Yes _____ we would agree to add two (2) additional years (after initial 1 or 3 year contract term)

No _____ we would not be interested in renewing this contract.

References:

Please supply the names of companies/agencies for which you recently supplied comparable services as requested in this RFP.

Name of Company/Agency	Address	Person to contact/Telephone No.
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Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

Name of Company/Agency	Address	Person to contact/Telephone No.
------------------------	---------	---------------------------------

Vendor Name: _____

RFP Submittal Requirement and Acknowledgement

Vendors are required to place a check mark in Column A indicating that your proposal is as per the specifications of this Request for Proposals.

Vendors are required to place a check mark in Column B indicating that your proposal deviates from the specifications of this Request for Proposal. If you are proposing anything other than what is specified, you must explain in detail how your proposal differs by attaching additional pages to your RFP submittal and indicating the page number in Column C.

You may attach additional sheets to your RFP submittal describing in detail the service you are proposing. You must indicate the page number reference in Column C.

Description	Column A	Column B	Column C
RFP Specification/Requirement	Place a check mark in this column indicating that your proposal is as per the specifications in this RFP	Place a mark in this column if you are proposing something different then what is specified in this RFP	You may attach additional sheets to your proposal submittal describing in detail the service you are proposing. Please reference the page number in the space below.
Widen/Consistent Sidewalks along Cravens Ave.			
Landscaping along Cravens Ave.			
Bike racks			
ADA Compliance			
Crosswalk enhancements (lane chokers)			
Crosswalk enhancements (decorative paving)			
Pedestrian Signage			

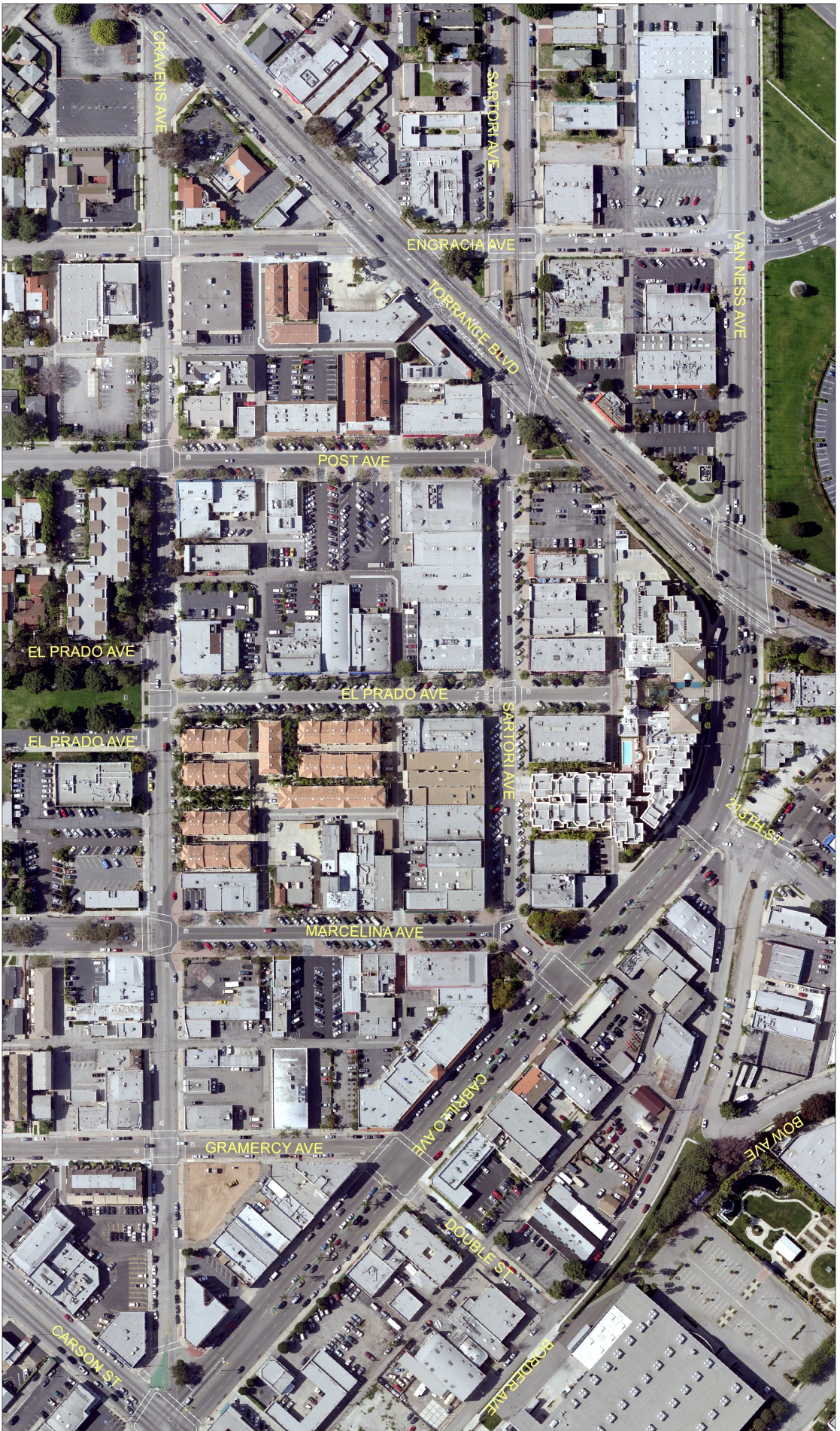
Vendor Name: _____

Submittals: Please indicate that the following are included with your proposal:

Submittal Requirements	Check here if included:
Cover Letter	
Qualifications and Experience	
Project Overview and Approach to Accomplish Work	
Budget	
References	

Supplemental Attachment A

Map of Downtown Redevelopment Project Area



TORRANCE COMMUNITY DEVELOPMENT DEPARTMENT

Downtown Torrance

Lines and photos are approximate, not to be used for establishing absolute or relative positions

0 110 220
 Feet



Supplemental Attachment B

Color Photos of Project Area

Inconsistent Sidewalk/Landscaping Orientation



Cravens Avenue



Cravens Avenue



Cravens Avenue



Cravens Avenue Street Furniture



Crossings



Wide Crossings



Wide Crossings



Wide Crossings



Good Lane Chokers/ Street Furniture



Attachment C

Consultant Contract

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT ("Agreement") is made and entered into as of _____ (the "Effective Date"), by and between the REDEVELOPMENT AGENCY OF THE CITY OF TORRANCE, a political subdivision of the State of California, ("AGENCY", and Firm name, type of entity ("CONSULTANT").

RECITALS:

- A. AGENCY wishes to retain the services of an experienced and qualified CONSULTANT to insert description of services.
- B. CONSULTANT represents that it is qualified to perform those services.

AGREEMENT:

1. SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT will provide the services listed in the Scope of Services attached as Exhibit A. CONSULTANT warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

2. TERM

Unless earlier terminated in accordance with Paragraph 4 below, this Agreement will continue in full force and effect from the Effective Date through _____.

3. COMPENSATION

A. CONSULTANT's Fee.

For services rendered pursuant to this Agreement, CONSULTANT will be paid in accordance with the Compensation Schedule attached as Exhibit B, provided, however, that in no event will the total amount of money paid the CONSULTANT, for services initially contemplated by this Agreement, exceed the sum of \$Sum ("Agreement Sum"), unless otherwise first approved in writing by AGENCY.

B. Schedule of Payment.

Provided that the CONSULTANT is not in default under the terms of this Agreement, upon presentation of an invoice, CONSULTANT will be paid monthly the fees described in Paragraph 3.A. above, according to the Compensation Schedule. Payment will be due within 30 days after the date of the monthly invoice.

4. TERMINATION OF AGREEMENT

A. Termination by AGENCY for Convenience.

1. AGENCY may, at any time, terminate the Agreement for AGENCY's convenience and without cause.
2. Upon receipt of written notice from AGENCY of such termination for AGENCY's convenience, CONSULTANT will:
 - a. cease operations as directed by AGENCY in the notice;
 - b. take actions necessary, or that AGENCY may direct, for the protection and preservation of the work; and
 - c. except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
3. In case of such termination for AGENCY's convenience, CONSULTANT will be entitled to receive payment for work executed; and costs incurred by reason of such termination, along with reasonable overhead and profit on the work not executed.

B. Termination for Cause.

1. If either party fails to perform any term, covenant or condition in this Agreement and that failure continues for 15 calendar days after the nondefaulting party gives the defaulting party written notice of the failure to perform, this Agreement may be terminated for cause; provided, however, that if during the notice period the defaulting party has promptly commenced and continues diligent efforts to remedy the default, the defaulting party will have such additional time as is reasonably necessary to remedy the default.
2. In the event this Agreement is terminated for cause by the default of the CONSULTANT, the AGENCY may, at the expense of the CONSULTANT and its surety, complete this Agreement or cause it to be completed. Any check or bond delivered to the AGENCY in connection with this Agreement, and the money payable thereon, will be forfeited to and remain the property of the AGENCY. All moneys due the CONSULTANT under the terms of this Agreement will be retained by the AGENCY, but the retention will not release the CONSULTANT and its surety from liability for the default. Under these circumstances, however, the CONSULTANT and its surety will be credited with the amount of money retained, toward any amount by which the cost of completion exceeds the Agreement Sum and any amount authorized for extra services.

3. Termination for cause will not affect or terminate any of the rights of the AGENCY as against the CONSULTANT or its surety then existing, or which may thereafter accrue because of the default; this provision is in addition to all other rights and remedies available to the AGENCY under law.

C. Termination for Breach of Law.

In the event the CONSULTANT or any of its officers, directors, shareholders, employees, agents, subsidiaries or affiliates is convicted (i) of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of a contract or subcontract; (ii) under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a public consultant or contractor; (iii) under state or federal antitrust statutes arising out of the submission of bids or proposals; or (iv) of violation of Paragraph 19 of this Agreement; or for any other cause the AGENCY determines to be so serious and compelling as to affect CONSULTANT's responsibility as a public consultant or contractor, including but not limited to, debarment by another governmental agency, then the AGENCY reserves the unilateral right to terminate this Agreement or to impose such other sanctions (which may include financial sanctions, temporary suspensions or any other condition deemed appropriate short of termination) as it deems proper. The AGENCY will not take action until CONSULTANT has been given notice and an opportunity to present evidence in mitigation.

5. **FORCE MAJEURE**

If any party fails to perform its obligations because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain labor or materials or reasonable substitutes for labor or materials, governmental restrictions, governmental regulations, governmental control, judicial orders, enemy or hostile governmental action, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform, then that party's performance shall be excused for a period equal to the period of such cause for failure to perform.

6. **RETENTION OF FUNDS**

CONSULTANT authorizes AGENCY to deduct from any amount payable to CONSULTANT (whether or not arising out of this Agreement) any amounts the payment of which may be in dispute or that are necessary to compensate AGENCY for any losses, costs, liabilities, or damages suffered by AGENCY, and all amounts for which AGENCY may be liable to third parties, by reason of CONSULTANT's negligent acts or omissions or willful misconduct in performing or failing to perform CONSULTANT's obligations under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is

disputed by CONSULTANT, or any indebtedness exists that appears to be the basis for a claim of lien, AGENCY may withhold from any payment due, without liability for interest because of the withholding, an amount sufficient to cover the claim. The failure of AGENCY to exercise the right to deduct or to withhold will not, however, affect the obligations of CONSULTANT to insure, indemnify, and protect AGENCY as elsewhere provided in this Agreement.

7. AGENCY REPRESENTATIVE

AGENCY Representative is designated as the "AGENCY Representative," authorized to act in its behalf with respect to the work and services specified in this Agreement and to make all decisions in connection with this Agreement. Whenever approval, directions, or other actions are required by AGENCY under this Agreement, those actions will be taken by the AGENCY Representative, unless otherwise stated. The Deputy Executive Director has the right to designate another AGENCY Representative at any time, by providing notice to CONSULTANT.

8. CONSULTANT REPRESENTATIVE(S)

The following principal(s) of CONSULTANT are designated as being the principal(s) and representative(s) of CONSULTANT authorized to act in its behalf with respect to the work specified in this Agreement and make all decisions in connection with this Agreement:

Representative 1
Representative 2

9. INDEPENDENT CONTRACTOR

The CONSULTANT is, and at all times will remain as to AGENCY, a wholly independent contractor. Neither AGENCY nor any of its agents will have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as otherwise set forth in this Agreement. The CONSULTANT may not, at any time or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of AGENCY.

10. BUSINESS LICENSE

The CONSULTANT must obtain a City of Torrance business license prior to the start of work under this Agreement, unless CONSULTANT is qualified for an exemption.

11. OTHER LICENSES AND PERMITS

CONSULTANT warrants that it has all professional, contracting and other permits and licenses required to undertake the work contemplated by this Agreement.

12. FAMILIARITY WITH WORK

By executing this Agreement, CONSULTANT warrants that CONSULTANT (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed,

and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, CONSULTANT warrants that CONSULTANT has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services set forth in this Agreement. Should CONSULTANT discover any latent or unknown conditions that will materially affect the performance of the services set forth in this Agreement, CONSULTANT must immediately inform AGENCY of that fact and may not proceed except at CONSULTANT's risk until written instructions are received from AGENCY.

13. CARE OF WORK

CONSULTANT must adopt reasonable methods during the term of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and other components to prevent losses or damages, and will be responsible for all damages, to persons or property, until acceptance of the work by AGENCY, except those losses or damages as may be caused by AGENCY's own negligence.

14. CONSULTANT'S ACCOUNTING RECORDS; OTHER PROJECT RECORDS

Records of the CONSULTANT's time pertaining to the project, and records of accounts between AGENCY and the CONSULTANT, will be kept on a generally recognized accounting basis. CONSULTANT will also maintain all other records, including without limitation specifications, drawings, progress reports and the like, relating to the project. All records will be available to AGENCY during normal working hours. CONSULTANT will maintain these records for three years after final payment.

15. INDEMNIFICATION

CONTRACTOR will indemnify, defend, and hold harmless AGENCY, the City of Torrance, the City Council, each member thereof, present and future, members of boards and commissions, its officers, agents, employees and volunteers from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONTRACTOR, including, without limitation those arising from the breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss. The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of CONTRACTOR, its officers, employees, agents, subcontractors or vendors. It is further agreed, CONTRACTOR's obligations to indemnify, defend and hold harmless will apply to the extent of CONTRACTOR's contributing negligence, recklessness, or willful misconduct even in the event of concurrent negligence on the part of AGENCY, the City council, each member thereof, present and future, or its officers, agents and employees. Payment by AGENCY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between CONTRACTOR and AGENCY, as to whether liability arises from the concurrent

negligence of the AGENCY, or its officers, employees, agents, subcontractors or vendors, CONTRACTOR will be obligated to pay for AGENCY'S defense until such time as a final judgment has been entered adjudicating the AGENCY'S share of responsibility. CONTRACTOR will be entitled in the event of a determination of AGENCY's responsibility to reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation reflecting the AGENCY's proportionate share of such expenses.

16. NON-LIABILITY OF AGENCY OFFICERS AND EMPLOYEES

No officer or employee of AGENCY will be personally liable to CONSULTANT, in the event of any default or breach by the AGENCY or for any amount that may become due to CONSULTANT.

17. INSURANCE

A. CONSULTANT must maintain at its sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:
 - a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
 - b. Primary Property Damage of at least \$250,000 per occurrence; or
 - c. Combined single limits of \$1,000,000 per occurrence.
2. General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.
3. Professional liability insurance with limits of at least \$1,000,000 per occurrence.
4. Workers' Compensation with limits as required by the State of California and Employers Liability with limits of at least \$1,000,000.

B. The insurance provided by CONSULTANT will be primary and non-contributory.

C. AGENCY ("Redevelopment Agency of the City of Torrance"), the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

- D. CONSULTANT must provide certificates of insurance and/or endorsements to the City Clerk of the City of Torrance before the commencement of work.
- E. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to AGENCY.

18. SUFFICIENCY OF INSURERS AND SURETIES

Insurance or bonds required by this Agreement will be satisfactory only if issued by companies admitted to do business in California, rated "B+" or better in the most recent edition of Best's Key Rating Guide, and only if they are of a financial category Class VII or better, unless these requirements are waived by the Risk Manager of AGENCY ("Risk Manager") due to unique circumstances. In the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to AGENCY, the CONSULTANT agrees that the minimum limits of any insurance policies or performance bonds required by this Agreement may be changed accordingly upon receipt of written notice from the Risk Manager; provided that CONSULTANT will have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of AGENCY within 10 days of receipt of notice from the Risk Manager.

19. CONFLICT OF INTEREST

- A. No officer or employee of the AGENCY may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

20. NOTICE

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:

1. Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
2. First Class mail. When mailed first class to the last address of the recipient known to the party giving notice: notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
3. Certified mail. When mailed certified mail, return receipt requested: notice is effective on receipt, if delivery is confirmed by a return receipt.
4. Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account: notice is effective on delivery, if delivery is confirmed by the delivery service.
5. Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice: notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.
6. Addresses for purpose of giving notice are as follows:

CONSULTANT: Consultant's Name and Address

Fax: Insert Fax Number

AGENCY: City Clerk
 City of Torrance
 3031 Torrance Boulevard
 Torrance, CA 90509-2970
 Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

21. PROHIBITION AGAINST ASSIGNMENT AND SUBCONTRACTING

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either AGENCY or CONSULTANT without the prior written consent of the other.

22. INTEGRATION; AMENDMENT

This Agreement represents the entire understanding of AGENCY and CONSULTANT as to those matters contained in it. No prior oral or written understanding will be of any force or effect with respect to the terms of this Agreement. The Agreement may not be modified or altered except in writing signed by both parties.

23. INTERPRETATION

The terms of this Agreement should be construed in accordance with the meaning of the language used and should not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction that might otherwise apply.

24. SEVERABILITY

If any part of this Agreement is found to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in conflict with any applicable laws, but the remainder of the Agreement will remain in full force and effect.

25. TIME OF ESSENCE

Time is of the essence in the performance of this Agreement.

26. GOVERNING LAW; JURISDICTION

This Agreement will be administered and interpreted under the laws of the State of California. Jurisdiction of any litigation arising from the Agreement will be in Los Angeles County, California.

27. COMPLIANCE WITH STATUTES AND REGULATIONS

CONSULTANT will be knowledgeable of and will comply with all applicable federal, state, county and AGENCY statutes, rules, regulations, ordinances and orders.

28. WAIVER OF BREACH

No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default will impair the right or remedy or be construed as a waiver. A party's consent or approval of any act by the other party requiring the party's consent or approval will not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and will not be a waiver of any other default concerning the same or any other provision of this Agreement.

29. ATTORNEY'S FEES

Except as provided for in Paragraph 15, in any dispute, litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this

Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party will be awarded reasonable attorney's fees, together with any costs and expenses, to resolve the dispute and to enforce any judgment.

30. EXHIBITS

All exhibits identified in this Agreement are incorporated into the Agreement by this reference.

31. CONSULTANT'S AUTHORITY TO EXECUTE

The person(s) executing this Agreement on behalf of the CONSULTANT warrant that (i) the CONSULTANT is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the CONSULTANT; (iii) by so executing this Agreement, the CONSULTANT is formally bound to the provisions of this Agreement; and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which the CONSULTANT is bound.

REDEVELOPMENT AGENCY
OF THE CITY OF TORRANCE
a political subdivision of the State
of California

Firm Name
Type of Entity

Frank Scotto, Chairman

By: _____
Signer
Title

ATTEST:

Sue Herbers
Agency Secretary

APPROVED AS TO FORM:

JOHN L. FELLOWS III
Agency Counsel

By: _____

Attachments: Exhibit A Proposal
REVISED 10/29/2008